

A G R E E M E N T

between

CITY OF ASBURY PARK, *City of*

in the County of Monmouth

and

LIBRARY
Institute of Management and
Labor Relations

CITY OF ASBURY PARK EMPLOYEES UNION

AUG 5 1982

CHAPTER V, LOCAL 196, IFPTE RUTGERS UNIVERSITY

INTERNATIONAL FEDERATION OF

PROFESSIONAL AND TECHNICAL ENGINEERS

AFL/CIO

EFFECTIVE: ~~X~~ January 1, 1982 through December 31, 1983

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PREAMBLE

THIS AGREEMENT, entered into this 25th day of June 1982, by and between the CITY OF ASBURY PARK, in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter called the "City", and the CITY OF ASBURY PARK EMPLOYEES UNION, CHAPTER V, LOCAL 196, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter referred to as the "Union", for and in behalf of the employees of the City now employed and hereinafter employed and hereinafter collectively designated as Employees"; and

WHEREAS, the City and the Union have heretofore entered into negotiations as to various matters concerning the conditions of employment; and

WHEREAS, the City and the Union now desire to reduce the agreement arrived at by said negotiations to a written Agreement;

NOW, THEREFORE,

WITNESSETH, the parties hereto hereby agree as follows:

ARTICLE I

RECOGNITION AND RIGHTS

A. The City hereby recognizes the Union as the sole and exclusive bargaining representative for the City's employees as listed under Addendum "A" attached hereto, excluding, however, supervisors, forepersons, employees classified as management

personnel, and employees excluded by law.

AGENCY SHOP

1. Each employee covered by this Agreement shall, as a condition of employment, be required to pay a "fair share" fee equal to eighty-five percent (85%) of the normal dues, initiation fees, and assessments of Local #196, Chapter 5, IFPTE, AFL-CIO, unless such employee is a member of the Union. Fees deducted from such employees' salaries shall be transmitted to Local #196, IFPTE, AFL/CIO, in the same manner as regular dues. The Union shall certify to the City that the amount of said fees are as permitted by law.

B. The City Manager and the Union agree to cooperate in providing measures which will make employees' working conditions and surroundings more pleasant. The City Manager shall give consideration to all suggestions submitted by the Union.

C. The City agrees to permit the posting of Union information on bulletin boards in each area in which Union employees are assigned, with the exception of the posting of any political notices. All notices must include the name of the person who is responsible for the posting thereof.

D. Employees who are members of the bargaining unit shall be assigned work within their job classification. In no event shall an employee be assigned the work of a higher classification when another employee of the higher classification is available to do the said work.

E. Employees shall have the right and responsibility to notify their department head of all hazardous and unsafe conditions not corrected by their supervisor. No employee shall be required to operate equipment or work under unsafe conditions.

F. The City agrees that no increase or other benefits will be given to any member of this bargaining unit without negotiation between the City and the Union. This said provision is subject to, conditioned upon and in accordance with New Jersey State Statutes, Civil Service Rules and Regulations and Municipal Ordinances. In the event any of the aforesaid provisions contained in this paragraph are not adhered to by the City, the City will grant an equal percentage increase or benefit to all members of this bargaining unit. The Union, upon reasonable notice and during normal business hours, shall be provided access to the bargaining unit payroll list on a quarterly basis. Additionally, the Union shall be permitted to make copies thereof.

G. The City agrees to pay for four (4) Union committee members for the time spent during regular working hours in meetings with the City Manager or his designee.

H. Three (3) delegates will be allowed a total of five (5) days to go to a Union convention in any calendar year without loss of pay or time.

I. Union officials shall be permitted time, upon notification to their department head, during regular working

hours, for the purpose of investigation or processing of grievances, without loss of pay or time.

J. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purpose of conducting Union business other than that of processing grievances, without loss of pay or time.

K. All past privileges and practices not covered in this Agreement, which are more favorable to employees, shall be continued.

L. No material or writings relating to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into his/her file. Any employee of this Union shall have the right at reasonable times to examine his/her file if so desired.

FOR "WHITE" COLLAR WORKERS

A. White collar workers shall be deemed to be such employees as are recited and set forth on the schedule annexed hereto and made a part hereof.

B. The normal work week shall be five (5) days, consisting of seven (7) hours per day, except for those

employees on shift work.

C. Radio Dispatcher - Fire Department:

The work week for the same shall consist of forty-two (42) hours, averaged out over an eight (8) week cycle. This said cycle shall coincide with the schedule that said employee is assigned to.

D. Overtime will be paid at the rate of time and one-half (1 1/2) of the employee's regular rate of pay, or compensatory time at the rate of double time at the option of the employee.

E. After a thirty-five (35) hour work week, excepting those employees excluded by virtue of the recitals herein-before or hereinafter referred to as the "blue" collar workers, those employees who shall work a forty (40) hour work week as recited herein, including both blue and white collar workers, shall be paid overtime as follows:

1. All time in excess of regular daily working hours.
2. On scheduled days off.
3. In the event a member of the Union works on one of the holidays enumerated herein, the City shall pay one full day's wages at the regular rate of pay of said employee, plus one (1) additional day's wages at the same rate of pay aforesaid. Excluded, however, from this said overtime recital are Fire Department Dispatchers and Violations Officers, who shall be compensated for holiday time in the same

manner as are the Firemen and Policemen
of the City.

F. If any employee is on vacation or holiday, that time taken shall be considered as time worked.

G. Overtime shall be distributed equally by Job Title/Classification in which the overtime exists, initially by seniority rotation and thereafter to the employee(s) with the least amount of overtime worked or charged. If no employee is available for overtime in the Job Title/Classification, then the employee with the least amount of overtime in the department shall be asked, if qualified to do the work. Discrepancies found to be the error of the City shall be corrected by offering the next available overtime to the bypassed employee.

H. A list of employees and their hours of overtime shall be maintained in each department. All overtime worked or refused shall be charged as overtime worked for the purposes of this provision.

I. The existing and usual beginning and ending of the work time schedule shall be maintained, excepting, however, that commencing on May 15th through October 15th in any calendar year, the City shall have the sole right to schedule employees' work assignments, which schedule shall be fair and equitable and reflect the actual needs of the City.

J. Employees of this bargaining unit shall receive a fifteen (15) minute break period in the morning and in the

afternoon, to begin no sooner than two (2) hours from the start of the shift work.

HOURS OF WORK AND OVERTIME
FOR "BLUE" COLLAR WORKERS

A. The normal work week is defined as the period commencing Monday to Friday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day, except for those employees on shift work or guard work, or Violations Officers who may work a split week. However, commencing May 15th and ending October 15th in any calendar year, the normal work week shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days, subject to the provisions contained in paragraph I, referring to "white" collar workers, and to which this said paragraph shall be subject, and deemed to be a part thereof.

B. The normal work week for shift work or guard work shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days.

C. Overtime shall be compensated for at the rate of time and one-half (1 1/2) for all time worked in excess of forty (40) hours as heretofore recited, or compensatory time at the rate of double time at the option of the employee.

D. A list of those persons in the titles referred to as "blue" collar workers will be annexed hereto and made a part hereof.

ARTICLE II

HOLIDAYS

A. The following holidays shall be "paid" holidays per year as follows:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Martin Luther King's Birthday
8. Labor Day
9. Columbus Day
10. Election Day
11. Veterans Day
12. Thanksgiving Day
13. Friday following Thanksgiving
14. Christmas Day
15. Easter Sunday (only if worked on schedule).

B. When an employee member of this bargaining unit is required to work on any of the above fifteen (15) holidays, he or she shall be paid double (2) time at the regular rate

of pay of said employee.

C. In addition to the above holidays, each employee shall also be granted his/her birthday off, with pay. In the event the birthday or any of the above holidays occur on a Saturday, the preceding Friday shall be the day off granted to said employee. In the event the birthday falls on a Sunday, the next succeeding Monday shall be granted as the day off. In the event the birthday falls on a legal holiday, the next succeeding work day shall be given as the day off.

D. An employee may choose to work on his/her birthday and substitute another day off in lieu thereof. Also, an employee may add this day to his/her vacation time.

E. Two (2) religious holidays shall be granted employees, such time to be charged at the discretion of the employee, to his or her accrued vacation leave due, or in the event the employee does not desire to charge the said religious holiday time to vacation time, the said employee may elect to take the said day off without pay.

ARTICLE III

JURY DUTY

Employees shall receive full salary while serving on Jury Duty in exchange for an assignment and delivery to the City of their Jury Duty compensation, exclusive of travel or expense compensation therewith.

ARTICLE IV
VACATIONS

A. An employee shall be granted a vacation if earned in each full calendar year without loss of pay. The vacation year shall run from January 1 through December 31 of the calendar year. Vacations may be taken at any time during the year, subject to the approval of the City Manager or his designee; however, no vacations shall be taken during the period commencing Memorial Day and running through the Monday next succeeding Labor Day in any calendar year. In exceptional circumstances, the City Manager may, upon request, grant vacations at other times than recited herein. In the event an employee is not permitted to take his or her vacation within the calendar year earned, because of emergent City business, then and in such case the said vacation shall be permitted to be carried over to the next succeeding calendar year, subject to and conditioned upon the approval of the City Manager or his designee. Vacations shall be earned in the following manner:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
One (1) to five (5)	Fourteen (14)
Six (6) to ten (10)	Sixteen (16)
Eleven (11) to fifteen (15)	Twenty (20)
Sixteen (16) to twenty (20)	Twenty-two (22)
Twenty-one (21) to twenty-four (24)	Twenty-five (25)
Twenty-five (25) and over	Twenty-eight (28)

B. The City Manager or his designee shall base the schedule of vacations to be taken by employees on a seniority basis.

C. Every permanent employee shall be permitted to have within any vacation year not more than two (2) "split" vacation periods, however, there shall be no vacations permitted during the period of time hereinbefore referred to, to wit, commencing Memorial Day and ending Monday next succeeding Labor Day in any calendar year.

D. This Article shall remain in full force and effect during the term of this Agreement.

ARTICLE V
LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, subject to New Jersey State Statutes, Civil Service Rules and Regulations, Municipal Ordinances, and consent of the City Manager, after which time the employee will be reinstated, subject to Civil Service Rules and Regulations of the State of New Jersey, Municipal Ordinances, or any other Federal Law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Rules and Regulations, New Jersey State Statutes.

ARTICLE VI
LAYOFF AND TERMINATION

A. Wherever it shall be necessary to decrease the number of employees in the bargaining unit, an employee shall be laid off in accordance with New Jersey State Civil Service Rules and Regulations, and applicable New Jersey State Statutes.

B. The City will agree to discuss sub-contracting as per the regulations of State Law and State judicial decisions, and abide by laws and statutes relating thereto.

C. Reemployment rights after layoff shall be governed by the New Jersey State Civil Service Rules and Regulations, and New Jersey State Statutes.

D. At the time of a layoff, an employee of this bargaining unit employed by the City for a minimum of twelve (12) months shall receive all accrued vacation time due but not taken, plus two (2) weeks' severance pay at the regular rate of pay of said employee.

ARTICLE VII
DEATH IN FAMILY

A member of this bargaining unit shall be granted three (3) working days off if death occurs in the immediate family, which shall consist of father, mother, step-father, step-mother, spouse, brother, sister, step-brother, step-sister, child, step-child, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister-in-law, father, grandchild, son-in-law, daughter-in-law, sister-in-law, and brother-in-law. The said time off shall be with pay.

ARTICLE VIII

OVERTIME MEALS

The City will provide meals for employees working emergency overtime, but the meal allowance and quantity thereof shall be at the discretion of the head of each department and shall be approved by the City Manager.

ARTICLE IX
PERSONAL BUSINESS

A. Employees shall be granted three (3) working days off per year with pay, upon twenty-four (24) hours prior notice, for the purpose of conducting matters of a business or emergency nature. Such time will not be deducted from one's accumulated sick leave or vacation leave. Such days cannot be accrued from year to year, nor can this time be added to one's vacation time.

B. The City will grant time off for personal business which must be charged to accrued vacation time only, but not to exceed five (5) days, except upon the written permission of the City Manager.

ARTICLE X

SICK LEAVE

A. All employees of the Unit shall be entitled to sick leave with pay in accordance with applicable New Jersey Statute 11:24A-3. In addition to the provisions of New Jersey Statute 11:24A-3, sick leave may be used pursuant to 11:24A-5; however, the employee shall not be permitted more than three (3) days' use of sick leave if taken pursuant to 11:24A-5. For purposes of this paragraph, 11:24A-5, immediate family is herewith defined as spouse or unmarried natural or adopted children of the employee residing in the employee's household.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and twenty (20) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Upon retirement, each permanent full time employee, hired prior to May 1, 1982, shall receive one hundred (100%) percent of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee shall not receive more than two hundred twenty-five (225) days full pay at the rate of pay existing on the date of said employee's retirement.

4. Permanent full-time employees hired May 1, 1982 or later shall receive, upon retirement, one-half (1/2) his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay at the rate of pay existing on the date of said employee's retirement".

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him or her to sick leave, his or her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his or her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. Any employee who has been absent on sick leave for periods totalling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in

that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and, in addition thereto, that his or her return will not jeopardize the health of the other employees.

E. All employees who shall have taken less than five (5) sick leave days in any calendar year shall receive additional vacation days in the ensuing years in accordance with the following schedule:

0 sick days taken.	7 additional vacation days
1 sick day taken	5 additional vacation days
2 sick days taken.	4 additional vacation days
3 sick days taken.	3 additional vacation days
4 sick days taken.	1 additional vacation day

ARTICLE XI

LONGEVITY

A. Longevity pay shall be granted in accordance with the following pay schedule:

1. Beginning the fifth (5th) through the ninth (9th) year of service, three per cent (3%) of base pay.

2. Beginning the tenth (10th) year through the fourteenth (14th) year of service, six per cent (6%) of base pay.

3. Beginning the fifteenth (15th) year through the nineteenth (19th) year of service, nine and one-half per cent (9 1/2%) of base pay.

4. Beginning the twentieth (20th) year of service, twelve per cent (12%) of base pay.

5. Beginning the twenty-fifth (25th) year of service, fifteen per cent (15%) of base pay.

B. Longevity pay shall be paid regularly as a part of the salary of the members of this bargaining unit.

ARTICLE XII
MANNER OF SALARY PAYMENT

Commencing July 1, 1979, employees of the bargaining unit shall be paid bi-monthly, one twenty-four (1/24th) of their annual salary, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period. A record of each employee's sick leave shall be available to the officially designated Union stewards monthly.

ARTICLE XIII

PROMOTIONS

The City agrees that, where promotions are available, employees within this bargaining unit presently employed on a permanent basis shall be appointed from Civil Service promulgated lists of existing employees over non-employees when and wherever possible, when three (3) or more names appear on said Civil Service lists. The City will also give consideration to Temporary or CETA workers in positions to be filled.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term "grievance" as used herein shall mean any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union, the Union on behalf of an individual, or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of City-initiated grievances which will proceed in accordance with the provisions hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

The Steward or Union official and aggrieved (if he or she so desire) shall present the grievance to the

immediate supervisor within ten (10) working days after the event giving rise to the grievance or of the time the employee could have reasonably been expected to gain knowledge of its occurrence. Failure by the aggrieved to act within such specified time shall be deemed to constitute an abandonment of the grievance. This grievance may be stated orally, and if no settlement is reached within sixteen (16) working hours or less, it shall then be put in writing by an appropriate Union official. The written grievance shall be referred to:

Step Two

The Union Grievance Committee (2 Union officials), Steward and aggrieved (if aggrieved desires) on the one hand and the Department Head on the other hand. The parties within this Step shall arrange a meeting no later than three (3) working days after submission of the written grievance to the Department Head. The Department Head shall give a written answer, after full discussion with the Union representatives as defined herein, either at the close of the meeting or within three (3) working days thereafter. Should the grievance remain unsettled, after following the procedure outlined above, it shall then be referred to:

Step Three

The Union officials outlined in Step Two, aggrieved (if aggrieved desires), and Union Business Agent on the one hand, and the City Manager, Department Head and Supervisor, on the other hand. The parties within this Step shall arrange a meeting no later than three (3) working days after the Union receives the

Department Heads written answer from Step Two. After discussion between the parties, the City Manager shall render a written decision within three (3) working days thereafter (copy to Union and aggrieved). Should the grievance remain unsettled, after following the procedure outlined above, it shall then be referred to:

Step Four

All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within ten (10) working days (not including Saturday or Sunday) after receiving the answer in Step Three, be referred to arbitration. If such written notice is not given within the ten (10) working days (excluding Saturday and Sunday), the grievance shall be deemed dropped. The party desiring the arbitration shall submit, within five (5) working days of notice to the other party, an arbitration request to either the New Jersey Public Employment Relations Commission/Division of Conciliation and Arbitration or the Civil Service Commission, whichever may be applicable. The parties shall be governed by the rules and regulations of the applicable Commission. Further, the parties desiring the arbitration may have the option of submitting the grievance to "expedited" arbitration under the PERC rules governing same.

The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Union and the City.

D. City Grievances

Grievances initiated by the City shall be filed directly with any authorized Union officer, delegate or steward within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance aforesaid by the City Manager, his designee, the person against whom the grievance has been initiated, and a representative of the Union, in an earnest effort to adjust the differences between the parties. In the event the said differences are not adjusted, the City shall be afforded the opportunity to invoke the arbitration procedure hereinbefore referred to.

E. Either party may request an extension of time at any one of the above Steps but only one such extension, providing the party desiring such extension gives written notice to the other prior to the expiration of the time limit specified in the specific Step. Such extension shall not exceed two (2) working days.

F. Discipline - Suspension - Discharge

Any employee subject to discipline, suspension, or discharge shall have recourse to the grievance procedure

beginning at the Step Two level. Should the matter remain unresolved at the Step Two level, it shall be put in written grievance form and submitted to the City Manager under the procedure outlined in Step Three. Thereafter, if the matter remains unsettled, it may be submitted to arbitration as outlined under Step Four.

ARTICLE XV

SENIORITY

A. Seniority is herewith defined as the length of an employee's continuous permanent service with the City, and as more particularly set forth in the New Jersey State Civil Service Rules, Regulations and Statutes.

B. An employee shall cease to have seniority rights by reason of the following:

1. Voluntary quitting or resigning.
2. Justifiable discharge.

3. Absence without notice for five (5) consecutive days shall constitute resignation except for reasons approved by the City Manager, which approval shall not be unreasonably withheld, and further subject to and conditioned upon the approval of the Civil Service Commission and applicable New Jersey State Statutes.

C. Seniority shall be applied for the following purposes, in addition to those provided for by New Jersey State Civil Service Rules and Regulations and applicable New Jersey State Statutes; to wit, priority selection of vacation.

D. Night Differential: The City agrees to pay a night differential payment of \$2.00 per night to all employees who work between 4:00 P. M. and 8:00 A. M. This does not include

any employee whose overtime begins after completion of his
or her regular daily working hours.

ARTICLE XVI
INJURY LEAVE

A. Whenever a member of the bargaining unit is incapacitated from duty because of a physical injury sustained in the performance of his or her duty, such employee shall receive full wages for a period of seven (7) days from the commencement of said injury. In the event said disability continues beyond seven (7) days, the City agrees to continue the employee wages, provided the employee files a petition for disability benefits as soon as practicable in accordance with the Workers Compensation Act of the State of New Jersey, and the employee shall assign or pay over to the City any temporary disability payments received under said award for disability, for whatever period the said employee is paid by the City under this said provision.

B. Absence from work under the provision aforesaid, when a disability occurs resulting from a work-connected injury, shall not be charged to the employee's sick leave.

C. Payments provided for under the aforesaid provisions shall be limited to fifty-two (52) weeks for any one (1) injury, and in accordance with the rules and regulations of the Workers Compensation Bureau and applicable New Jersey State Statutes.

ARTICLE XVII
HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouse and dependent children. As to dependent children, the same shall be those children who are determined to be dependent by Blue Cross/Blue Shield, with a Rider J included therein. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All the aforementioned insurance shall be paid by the City.

B. All employees who shall retire after January 1, 1980, shall be provided with individual hospitalization insurance as presently in effect for current employees. This provision shall not include any hospitalization or other benefits for the retired employee's spouse and dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972.

ARTICLE XVIII

SALARY

The City agrees that the base salary rates for all employees covered by this Agreement shall be as specified within this Article. Reflected in these salary rates are the following increases which become effective on the dates shown:

- A. Effective 1/1/82, 8% across-the-board salary increase;
- B. Effective 1/1/83, 7% across-the-board salary increase.

The following annual increment system in moving from minimum to maximum is hereby implemented:

1982

<u>CLASSIFICATION</u>	<u>Start through (1st) year</u>	<u>Minimum</u>	<u>(2nd) year</u>	<u>(3rd) year</u>	<u>Maximum</u> <u>(4th) year</u>
<u>General Office</u>					
Receptionist	7020	7380	7740	8100	
Principal Assessing Clk	9720	11,708.31	13,696.62	15,684.94	
Assessing Clerk	6480	7755.54	9031.08	10,306.62	
Principal Clk Bkkpr	8640	10,988.31	13,336.62	15,684.94	
Senior Clerk	8640	9898.71	11,157.42	12,416.14	
Senior Bkpg Mach. Op.	8100	9231.84	10,363.68	11,495.52	
Senior Cashier Typing	9180	10,068.99	10,957.98	11,846.97	
Bldg. Mnt. Worker	7020	9523.13	12,026.26	14,529.40	
Sr. Park Meter Col & Reper.	10,800	12,958.53	15,117.06	17,275.59	
Park Meter Col. & Repairer	10,800	12,778.53	14,757.06	16,735.59	
<u>Dept. of Public Safety</u>					
Police Records Clerk	6480	7415.99	8351.98	9287.98	
Clerk Typist	6480	7827.85	9175.70	10,523.54	
Clerk Stenographer	7776	8971.90	10,167.80	11,363.72	
Investigative Clerk	8640	10,513.81	12,387.62	14,261.44	
Radio Dispatcher	8100	9349.73	10,599.46	11,849.20	
Parking Violations Officer	8100	10,388.46	12,676.92	14,965.40	
<u>Mun. Court</u>					
Court Attendant	7020	7669.87	8319.74	8969.62	
Deputy M.C. Clerk	7020	8590.55	10,161.10	11,731.65	
Parking Viol. Officer	8100	10,388.46	12,676.92	14,965.40	
<u>Health Dept.</u>					
Sanitation Inspector	14,000	15,124.69	16,249.38	17,374.08	
Graduate Nurse	9720	11,324.09	12,928.18	14,532.27	
Assistant Bldg. Inspector	10,800	13,637.48	16,474.96	19,312.43	
Administrative Clerk	8640	10,211.37	11,782.74	13,354.11	
Public Health Inv.	9180	10,753.10	12,326.20	13,899.30	
Clerk Typist/Bilingual	9180	10,064.16	10,948.32	11,832.48	
Senior Clerk	8640	9,898.71	11,157.42	12,416.14	
Animal Control Officer	8100	9180	10,260	11,340.	
Housing Inspector	10,800	12,778.53	14,757.06	16,735.59	
Bld. Service Worker	6480	7200	7920	8640	
Clerk Typist	6480	7827.85	9175.70	10,523.54	
<u>Welfare</u>					
Clerk Typist	6480	7954.60	9429.20	10,903.82	
Welfare Investigator	8640	10,207.34	11,774.68	13,342.01	
<u>Sewer</u>					
Sewer Plt Operator	10,800	12,778.53	14,757.06	16,735.59	
Chief Sewer Plt Operator	16,092	17,726.40	19,360.80	20,995.20	

1982

<u>CLASSIFICATION</u>		<u>MINIMUM</u>		<u>MAXIMUM</u>
	Start through	(1st) year	(2nd) year	(3rd) year
				(4th) year
<u>Dept. of Public Maintenance</u>				
Mechanical Stores Clerk	9720	11,704.08	13,688.16	15,672.25
Clerk Typist	6480	7200	7920	8640
Adm. Analyst	10,800	12,104.82	13,409.64	14,714.48
Adm. Clerk	7020	9908.31	12,796.62	15,684.94
Building Mnt. Worker	7020	9523.13	12,026.26	14,529.40
Laborer	9720	11,344.15	12,968.30	14,592.47
Guard/Public Property	7020	9523.13	12,026.26	14,529.40
Truck Driver	10,260	11,840.79	13,421.58	15,002.38
Equipment Operator	10,800	12,495.09	14,190.18	15,885.27
Sr. Bldg. Mnt. Wkr	10,800	12,563.38	14,326.76	16,090.13
Painter	10,260	12,208.32	14,156.64	16,104.96
Maint. Repairer-Plumber	10,260	12,227.57	14,195.14	16,162.71
Maint. Repairer-Painter	10,800	12,778.53	14,757.06	16,735.59
Mechanic & Maint. Repairer	11,880	13,498.53	15,117.06	16,735.59
Mason & Plasterer	10,800	12,778.53	14,757.06	16,735.59
Heavy Equip. Operator	11,880	13,781.25	15,682.50	17,583.75
Carpenter	11,880	13,834.04	15,788.08	17,742.12
Mechanic	10,800	12,778.53	14,757.06	16,735.59
Senior Mechanic	11,340	13,332.93	15,325.86	17,318.79
Electrician	10,800	12,778.53	14,757.06	16,735.59
<u>Clean Streets</u>				
Laborer-Heavy	13,500	13,890.45	14,280.90	14,671.36
Street Sweeper	11,880	12,298.57	12,717.14	13,135.71
Public Works Investigator	10,260	12,060	13,860	15,660

1983

CLASSIFICATION	<u>Minimum</u>				<u>Maximum</u>
	Start through (1st) year	(2nd) year	(3rd) year	(4th) year	
<u>General Office</u>					
Receptionist	7,511	7,896	8,281	8,667	
Principal Assessing Clk	10,400	12,527	14,654	16,781	
Assessing Clerk	6,933	8,297	9,663	11,027	
Principal Clk Bkkpr	9,244	11,757	14,269	16,781	
Senior Clerk	9,244	10,590	11,937	13,285	
Senior Bkkpg Mach. Op.	8,667	9,877	11,088	12,299	
Senior Cashier Typing	9,822	10,772	11,723	12,675	
Bldg. Mnt. Worker	7,511	10,189	12,867	15,546	
Sr. Park Meter Col & Reper.	11,556	13,865	16,175	18,484	
Park Meter Col. & Repairer	11,556	13,672	15,789	17,906	
<u>Dept. of Public Safety</u>					
Police Records Clerk	6,933	7,934	8,935	9,937	
Clerk Typist	6,933	8,374	9,817	11,259	
Clerk Stenographer	8,320	9,598	10,878	12,158	
Investigative Clerk	9,244	11,248	13,254	15,259	
Radio Dispatcher	8,667	10,003	11,340	12,678	
Parking Violations Officer	8,667	11,115	13,563	16,012	
<u>Mun. Court</u>					
Court Attendant	7,511	8,205	8,901	9,596	
Deputy M.C. Clerk	7,511	9,191	10,872	12,552	
Parking Viol. Officer	8,667	11,115	13,563	16,012	
<u>Health Dept.</u>					
Sanitation Inspector	14,980	16,183	17,387	18,590	
Graduate Nurse	10,400	12,116	13,832	15,549	
Assistant Bldg. Inspector	11,556	14,591	17,627	20,663	
Administrative Clerk	9,244	10,925	12,606	14,288	
Public Health Inv.	9,822	11,505	13,188	14,871	
Clerk Typist/Bilingual	9,822	10,768	11,714	12,660	
Senior Clerk	9,244	10,590	11,937	13,285	
Animal Control Officer	8,667	9,822	10,978	12,133	
Housing Inspector	11,556	13,672	15,789	17,906	
Bld. Service Worker	6,933	7,704	8,474	9,244	
Clerk Typist	6,933	8,374	9,817	11,259	
<u>Welfare</u>					
Clerk Typist	6,933	8,510	10,089	11,666	
Welfare Investigator	9,244	10,921	12,598	14,275	
<u>Sewer</u>					
Sewer Plt Operator	11,556	13,672	15,789	17,906	
Chief Sewer Plt Operator	17,218	18,966	20,715	22,464	

1983

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>		
	Start through, (1st) year	(2nd) year	(3rd) year	(4th) year
<u>Dept. of Public Maintenance</u>				
Mechanical Stores Clerk	10,400	12,523	14,646	16,769
Clerk Typist	6,934	7,704	8,474	9,245
Adm. Analyst	11,556	12,952	14,348	15,744
Adm. Clerk	7,511	10,602	13,692	16,783
Building Mnt. Worker	7,511	10,190	12,868	15,546
Laborer	10,400	12,138	13,876	15,614
Guard/Public Property	7,511	10,190	12,868	15,546
Truck Driver	10,978	12,670	14,361	16,053
Equipment Operator	11,556	13,370	15,183	16,997
Sr. Bldg. Mnt. Wkr	11,556	13,443	15,330	17,216
Painter	10,978	13,063	15,148	17,232
Maint. Repairer-Plumber	10,978	13,083	15,189	17,294
Maint. Repairer-Painter	11,556	13,673	15,790	17,906
Mechanic & Maint. Repairer	12,712	14,443	16,175	17,906
Mason & Plasterer	11,556	13,672	15,790	17,906
Heavy Equip. Operator	12,712	14,746	16,780	18,815
Carpenter	12,712	14,802	16,893	18,984
Mechanic	11,556	13,673	15,790	17,907
Senior Mechanic	12,134	14,266	16,399	18,531
Electrician	11,556	13,673	15,790	17,907
<u>Clean Streets</u>				
Laborer-Heavy	14,445	14,863	15,281	15,698
Street Sweeper	12,712	13,159	13,607	14,055
Public Works Investigator	10,978	12,904	14,830	16,756

Employees shall receive their increment step on the anniversary date of their employment in the job classification as a City employee. An employee promoted to a higher rated job title shall be slotted in at the step increment of the new position that is next highest in pay than his/her present rate. Provided, however, that all employees will receive an 8% increase to salary in 1982 and a 7% increase in 1983.

ARTICLE XIX
STRIKES AND LOCKOUTS

Since it is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all differences, disputes and grievances that may arise between them, the Union agrees that it shall not authorize, sanction or approve any strike, stoppage or slowdown during the term of this Agreement. The City agrees that it shall cause no lock outs.

ARTICLE XX
MANAGEMENT RIGHTS

The management of the City and the direction and regulation of its working forces, including discharge for just cause, except as specifically limited by this Agreement or Civil Service Rules and Regulations shall be the exclusive function of the employer and its management. Provided, however, that the provisions of this paragraph shall not be used by the employer for the purpose of discriminating against any member of this bargaining unit, or in disregard of the provisions of this Agreement and/or Civil Service Rules and Regulation.

ARTICLE XXI
FIRE DEPARTMENT AND RADIO DISPATCHERS

A. Hours off when working overtime:

All members of this bargaining unit working consecutive tours of duty will be allowed one (1) hour off upon commencement of overtime duty and one (1) hour off if said dispatcher begins his/her regular tour of duty after completion of an overtime tour.

B. Two-Hour minimum overtime pay:

Employees recalled to duty because of an emergency shall be paid for the actual time worked, but not less than two (2) hours' pay, at the rate of one and one-half (1 1/2) times the basic pay of said employee.

ARTICLE XXII
TERMS OF AGREEMENT

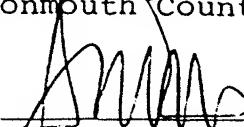
A. This Agreement shall be effective as of January 1, 1982. It shall be binding upon the City and the Union until December 31, 1983, and thereafter from year to year unless either party hereto shall notify the other in writing, in accordance with the requirements of Public Employment Relations Commission Rules and Regulations, and Statutes of the State of New Jersey, of an intention to make change in, or terminate, the old Agreement.

B. If any provision of this Agreement herein-before and hereinafter recited, or any application of this Agreement as it affects any employee or group of employees, is held invalid by operation of law or by Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect, and the parties agree to negotiate immediately for a substitute for that portion of the Agreement so invalidated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused these presents to be

signed by their proper corporate officers, the day and year
first above written.

CITY OF ASBURY PARK
Monmouth County, New Jersey

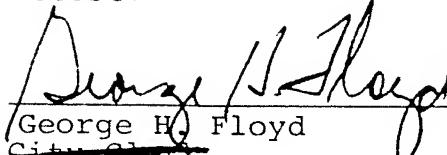
By: 

Samuel J. Addeo

~~Mayor~~

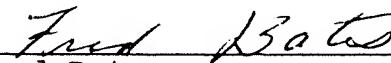
City Manager

Attest:


George H. Floyd

Assistant to the
City Manager

CITY OF ASBURY PARK EMPLOYEES
UNION, CHAPTER V, LOCAL NO.
196, INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL
ENGINEERS, AFL/CIO

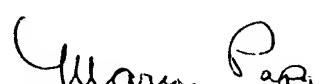
By: 

Fred Bates

President, Chapter V, Local No. 196

Attest:

Secretary

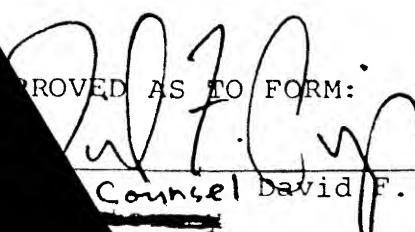
By: 
Mario Papa
Negotiating Committee, Chapter V,
Local No. 196

By: 

John L. Stevens

Business Agent, Local No. 196
IFPTE, AFL-CIO

APPROVED AS TO FORM:


Counsel David F. Corrigan, Esq.

Asbury Park, New Jersey